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Lingling Deng and XueGuo Sun

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

In re:

Kimberley Shafaye Riley,
Debtor.

Case No.: 12-18052-bam

Chapter 7

MOTION FOR RELIEF FROM STAY

Date: February 20, 2013
Time: 9:00 a.m.
Location: Courtroom 3

Lingling Deng and XueGuo Sun, the landlord for Kimberley Riley (the “Debtor”) in this case, hereby move for relief from the automatic stay to obtain possession of the residential premises located at 6616 Bourbon Way, Las Vegas, Nevada 89107 (the “Property”). This Motion is made and based upon the attached Memorandum of Points and Authorities, the attached Declaration of Doris Cin in support of the Motion, the record in this case, and any arguments and evidence presented at or prior to the hearing on this Motion. The Section 362 Information Sheet is attached as Exhibit A. A proposed order is attached as Exhibit C.

Dated: January 12, 2013

By: /s/ Steven B. Scow
Steven B. Scow (Nev. Bar No. 9906)
KOCH & SCOW, LLC
11500 S. Eastern Ave., Ste. 210
Henderson, Nevada 89052
Attorneys for Landlord Enterprises, LLC

MEMORANDUM OF POINTS AND AUTHORITIES

I. BACKGROUND FACTS.

A. The Lease is an unexpired residential lease.

The Debtor entered into a Residential Lease Agreement dated April 16, 2012 (the "Lease"), with Lingling Deng and XueGuo Sun (collectively, the "Landlord"), regarding the residential premises located at 6616 Bourbon Way, Las Vegas, Nevada 89107 (the "Property"). Declaration of Doris Cin ("Cin Decl."), ¶ 2, Ex. B. A few months thereafter, on or about July 11, 2012, the Debtor initiated this bankruptcy case by filing a petition under chapter 13. This case was voluntarily converted to chapter 7 on or about November 29, 2012.

The Lease has a one-year term, and the expiration date is April 29, 2013. Pursuant to the Lease, the Debtor is currently required to pay \$900 per month. Cin Decl., ¶ 3.

B. The Debtor defaulted in November 2012.

The Debtor initially defaulted on her obligation under the Lease by failing to timely pay the monthly rent for November. The Debtor was also late paying December. No rent has been paid for January 2013, and rent is due by the 1st of each month. Cin Decl., ¶ 4. The total amount due and owing to Landlord from Debtor up through January 7, 2013 is \$1,550, which includes \$900 in rent and \$650 in late fees, interest, and/or other costs. Cin Decl., ¶ 5.

II. LEGAL ARGUMENTS.

A. The stay should be terminated under Section 362(d)(1) to allow Landlord to proceed with an eviction.

Good cause exists for lifting the automatic stay. Section 362(d)(1) of the Bankruptcy Code allows creditors to obtain relief from the automatic stay "for cause." 11 U.S.C. § 362(d)(1). "Cause" – as that term is used in Section 362(d)(1) – is not defined under the Bankruptcy Code, so it must be assessed on a case-by-case, fact-specific basis. In re MacDonald, 755 F.2d 715, 717 (9th Cir. 1986).

Here, the Debtor has defaulted on her post-petition rent and other obligations to the Landlord, which is a breach of the Lease. The Landlord's only remedy is to evict the Debtor, so relief from stay is necessary. Given the Debtor's breach of the Lease, and in order to protect

1 Landlord's interests, there is cause for relief from the automatic stay, and such relief is necessary
2 and proper under 11 U.S.C. § 362(d)(1).

3 The automatic stay should be lifted under 11 U.S.C. § 362(d)(1) so that Landlord can take
4 the legal action necessary to protect its rights under the Lease.

5 **B. The stay should be terminated under Section 362(d)(2) because the Debtor has**
6 **no equity in the Property and is not reorganizing.**

7 Relief is also proper under 11 U.S.C. § 362(d)(2). This requires that the debtor have no
8 equity in particular property and that the property no longer be necessary for reorganization. *See*
9 *generally In re Sun Valley Newspapers, Inc.*, 171 B.R. 71 (9th Cir. BAP 1994).

10 In this instance, there is no question that the Debtor has no equity in the Property since the
11 Debtor is a tenant and not the owner of the residence. Moreover, this is a chapter 7 case so there is
12 no possibility of a reorganization for this Debtor.

13 The automatic stay should be lifted under 11 U.S.C. § 362(d)(2) so that the Landlord can
14 take the legal action necessary to protect its rights under the Lease.

15 **C. The Court should allow a waiver of Rule 4001(a)(3).**

16 The Landlord requests that the requirements of Federal Rule of Bankruptcy Procedure
17 4001(a)(3) be waived, so that the stay can be lifted immediately upon entry of the Court's order,
18 allowing the Landlord to pursue its non-bankruptcy remedies.

19 **III. CONCLUSION.**

20 For the reasons set forth above, the Landlord asks that the Court grant this motion and the
21 relief requested.

22 Dated: January 12, 2013

23 By: /s/ Steven B. Scow
24 Steven B. Scow (Nev. Bar No. 9906)
25 David R. Koch (Nev. Bar No. 8830)
26 KOCH & SCOW, LLC
27 11500 S. Eastern Ave., Ste. 210
28 Henderson, Nevada 89052
Attorneys for the Landlord

DECLARATION OF DORIS CIN

I, Doris Cin, do hereby swear under penalty of perjury that the following assertions are true to the best of my personal knowledge and belief.

1. I am a manager/broker with Ameri-Dream Realty, the property manager for the property located at 6616 Bourbon Way, Las Vegas, Nevada 89107 (the "Property"). The Property is owned by Lingling Deng and XueGuo Sun (collectively, the "Landord"). I make this declaration based on my personal knowledge regarding the Property and the landlord-tenant relationship. The documents attached hereto have been kept by Ameri-Dream Realty in the regular course of business, and it was the regular course of business for an employee or representative of Ameri-Dream Realty with knowledge of the act, event, condition, opinion recorded to make the record or transmit information thereof to be included in such records. The records were made at or near the time of the act, event, condition or opinion. The attached documents are originals or exact duplicates of the originals.

2. Kimberly Riley (the "Debtor") entered into a Residential Lease Agreement dated April 16, 2012 (the "Lease"), with the Landlord, regarding the Property. A true and correct copy of the Lease is attached as Exhibit "B". Based upon the Court's docket, the Debtor initiated this bankruptcy case on or about July 11, 2012 by filing a petition under chapter 13; the case was voluntarily converted to chapter 7 on or about November 29, 2012.

3. The term of the Lease is for one year, with an expiration date of April 29, 2013. Pursuant to the Lease, Debtor is currently required to pay \$900 per month.

4. The Debtor defaulted on her obligation under the Lease by failing to timely pay monthly rent for November, December, and as of January 7, 2013, no rent has been paid for 2013.

5. Rent is due by the 1st of each month. The total amount now due and owing to Landlord from Debtor through January 7, 2013 is \$1,550, which includes \$900 in rent and \$650 in late fees, interest, or other costs. Pursuant to the Lease, there is a \$50 late fee if rent is not paid by the 1st of each month, and then there is an additional \$10 per day charge for each day the rent is

1 late after the 6th day of the month. A breakdown of the late fees is as follows: \$290 is owed for
2 November, \$300 is owed for December, and \$60 for January.

3 I declare under penalty of perjury per the laws of the United States of America that the
4 foregoing is true and correct to the best of my knowledge.

5 Dated: January 7, 2013

6 /s/ Doris Cin
DORIS CIN

EXHIBIT "A"

EXHIBIT "A"

*** * § 362 INFORMATION COVER SHEET * ***

Kimberley Shafaye Riley
 DEBTOR
 Lingling Deng/XueGuo Sun
 MOVANT

12-18052-bam

Case No:

MOTION #:

CHAPTER: 7

Certification of Attempt to Resolve the Matter Without Court Action:

Moving counsel hereby certifies that pursuant to the requirements of LR 4001(a)(2), an attempt has been made to resolve the matter without court action, but movant has been unable to do so.

Date: 1/12/2013

Signature: 

Attorney for Movant

PROPERTY INVOLVED IN THIS MOTION: 6616 Bourbon Way, Las Vegas, NV 89107

NOTICE SERVED ON: Debtor(s) ☒ ; Debtor's counsel ☒ ; Trustee ☒ ;

DATE OF SERVICE: 1/12/2013

MOVING PARTY'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st N/A
 2nd _____
 3rd _____
 4th _____
 Other: _____
 Total Encumbrances: N/A

APPRAISAL of OPINION as to VALUE:

Debtor is a tenant

DEBTOR'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st _____
 2nd _____
 3rd _____
 4th _____
 Other: _____
 Total Encumbrances: _____

APPRAISAL of OPINION as to VALUE:

**TERMS of MOVANT'S CONTRACT
with the DEBTOR(S)::**

Amount of Note: N/A
 Interest Rate: _____
 Duration: _____
 Payment per Month: _____
 Date of Default: _____
 Amount in Arrears: _____
 Date of Notice of Default: _____

SPECIAL CIRCUMSTANCES:

Debtor is a tenant

SUBMITTED BY: Steven B. Scow**DEBTOR'S OFFER of "ADEQUATE
PROTECTION" for MOVANT :**

•
•
•
•
•
•
•

SPECIAL CIRCUMSTANCES:

SUBMITTED BY: _____

SIGNATURE: _____

EXHIBIT “B”

EXHIBIT “B”

RESIDENTIAL LEASE AGREEMENT

for

6616 Bourbon Way
Las Vegas, NV 89107
 (Property Address)



1. This AGREEMENT is entered into this 16th day of April, 2012 between

Lingling Deng, XueGuo Sun, ("LANDLORD") legal owner of the property through the Owner's
 BROKER, Ameri-Dream Realty, ("BROKER") and

Tenant's Name: Kimberley Riley Tenant's Name: _____

Tenant's Name: Dayguinntae Brooks Tenant's Name: _____

(collectively, "TENANT"), which parties hereby agree to as follows:

2. SUMMARY: The initial rents, charges and deposits are as follows:

	Total Amount	Received	Balance Due Prior to Occupancy
Rent: From <u>04/01/2012</u> , To <u>04/30/2012</u>	\$ <u>900.00</u>	\$ _____	\$ <u>900.00</u>
Security Deposit	\$ <u>900.00</u>	\$ _____	\$ <u>900.00</u>
Key Deposit	\$ <u>*****</u>	\$ _____	\$ _____
Admin Fee/Credit App Fee (Non-refundable)	\$ <u>*****</u>	\$ _____	\$ _____
Pet Deposit	\$ <u>*****</u>	\$ _____	\$ _____
Cleaning Deposit	\$ <u>*****</u>	\$ _____	\$ _____
Last Month's Rent Security	\$ <u>*****</u>	\$ _____	\$ _____
CIC Registration	\$ <u>*****</u>	\$ _____	\$ _____
Utility Proration	\$ <u>*****</u>	\$ _____	\$ _____
Sewer/Trash Proration	\$ <u>*****</u>	\$ _____	\$ _____
Other _____	\$ <u>*****</u>	\$ _____	\$ _____
Other _____	\$ <u>*****</u>	\$ _____	\$ _____
Other _____	\$ <u>*****</u>	\$ _____	\$ _____
Other _____	\$ <u>*****</u>	\$ _____	\$ _____
TOTAL	\$ <u>1,800.00</u>	\$ _____	\$ <u>1,800.00</u>

(Any balance due prior to occupancy to be paid in CERTIFIED FUNDS)

3. ADDITIONAL MONIES DUE: _____

4. PREMISES: Landlord hereby leases to TENANT and TENANT hereby leases from Landlord, subject to the terms and conditions of the lease, the Premises known and designated as 6616 Bourbon Way, Las Vegas, NV 89107 consisting of Single Family Home ("the Premises").

5. TERM: The term hereof shall commence on February 4, 2012 and continue until April 29, 2013, for a total rent of \$ 11,550.00, then on a month-to-month basis thereafter, until either party shall terminate the same by giving the other party thirty (30) days written notice delivered by certified mail (all calculation based on 30 day month).

6. RENT: TENANT shall pay rent at the monthly rate of \$ 900.00, in advance, on the 1st day of every month beginning the 1st day of April, 2012 and delinquent after 5PM. There is no grace period. If rent is delinquent, it must be paid in the form of certified funds.

Residential Lease Agreement Rev. 9/09

Page 1 of 9

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Landlord LLD

Tenant _____ Tenant KR

Tenant _____ Tenant _____

Property: 6616 Bourbon Way

AmeriDream Realty 4850 W Flamingo Rd Ste 39, Las Vegas NV 89103
 Zion Cn

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48028 www.ziplogix.com

Phone: 7028765881

Fax: 7028763304

Leasing Packag

7. **PLACE OF PAYMENTS:** TENANT shall make all payments payable to Ameridream Realty
and shall mail such payments to: 4875 W Nevso Dr. Las Vegas, NV 89103, Att: Zion Cin
-or- In person hand deliver such payments to
Ameridream Realty 4875 W Nevso Dr. Las Vegas 89103 during normal business hours.

8. **ADDITIONAL FEES:**

A. **LATE FEES:** In the event TENANT fails to pay rent when due, TENANT shall pay a late fee of
\$ 50.00 plus \$ 10.00 per day for each day after 6 days that the sum was due.

B. **DISHONORED CHECKS:** A charge of \$ 50.00 shall be imposed for each dishonored
check made by TENANT to LANDLORD. TENANT agrees to pay all rents, all late fees, all notice fees and all
costs to honor a returned check with certified funds. After TENANT has tendered a check which is dishonored,
TENANT hereby agrees to pay all remaining payments including rent due under this Agreement by certified funds.
Any payments tendered to LANDLORD thereafter, which are not in the form of certified funds, shall be treated as if
TENANT failed to make said payment until certified funds are received. LANDLORD presumes that TENANT is
aware of the criminal sanctions and penalties for issuance of a check which TENANT knows is drawn upon
insufficient funds and which is tendered for the purpose of committing a fraud upon a creditor.

C. **ADDITIONAL RENT:** All late fees and dishonored check charges shall be due when incurred and shall
become additional rent. Payments will be applied to charges which become rent in the order accumulated. All
unpaid charges or any fees owed by TENANT, including but not limited to notice fees, attorney's fees, repair bills,
utility bills, landscape/pool repair and maintenance bills and CIC fines will become additional rent at the beginning
of the month after TENANT is billed. TENANT'S failure to pay the full amount for a period may result in the
initiation of eviction proceedings. LANDLORD'S acceptance of any late fee or dishonored check fee shall not act as
a waiver of any default of TENANT, nor as an extension of the date on which rent is due. LANDLORD reserves the
right to exercise any other rights and remedies under this Agreement or as provided by law.

9. **SECURITY DEPOSITS:** Upon execution of this Agreement, TENANT shall deposit with LANDLORD as a
Security Deposit the sum stated in paragraph 2. TENANT shall not apply the Security Deposit to, or in lieu of,
rent. At any time during the term of this Agreement and upon termination of the tenancy by either party for any
reason, the LANDLORD may claim, from the Security Deposit, such amounts due Landlord under this Agreement.
Any termination prior to the initial term set forth in paragraph 5, or failure of TENANT to provide proper notice of
termination, shall result in TENANT forfeiting the Security Deposit. Pursuant to NRS 118A.242, LANDLORD
shall provide TENANT with a written, itemized accounting of the disposition of the Security Deposit within thirty
(30) days of termination. TENANT agrees, upon termination of the tenancy, to provide LANDLORD with a
forwarding address to prevent a delay in receiving the accounting and any refund.

10. **TRUST ACCOUNTS:** BROKER shall retain all interest earned, if any, on security deposits to offset
administration and bookkeeping fees.

11. **EVICITION COSTS:** TENANT shall be charged an administrative fee of \$ 300.00 per eviction
attempt to offset the costs of eviction notices and proceedings. TENANT may be charged for service of legal
notices and all related fees according to actual costs incurred.

12. **CARDS AND KEYS:** Upon execution of the Agreement, TENANT shall receive the following:

<u>2</u> Door key(s)	<u>0</u> Garage Transmitter(s)	<u>0</u> Other(s)
<u>1</u> Mailbox key(s)	<u>0</u> Gate Card(s)	<u>0</u> Other(s)
<u>0</u> Laundry Room key(s)	<u>0</u> Gate Transmitter(s)	<u>0</u> Other(s)

Tenant shall make a key deposit (if any) in the amount set forth in paragraph 2 upon execution of this Agreement.
The key deposit shall be refunded within 30 days of Tenant's return of all cards and/or keys to Landlord or
Landlord's BROKER.

13. **CONVEYANCES AND USES:** TENANT shall not assign, sublet or transfer TENANT'S interest, nor any part thereof, without prior written consent of LANDLORD. TENANT shall use the Premises for residential purposes only and not for any commercial enterprise or for any purpose which is illegal. TENANT shall not commit waste, cause excessive noise, create a nuisance or disturb others.

14. **OCCUPANTS:** Occupants of the Premises shall be limited to 4 persons and shall be used solely for housing accommodations and for no other purpose. TENANT represents that the following person(s) will live in the Premises: _____

15. **GUESTS:** The TENANT agrees to pay the sum of \$ 20.00 per day for each guest remaining on the Premises more than 30 days. Notwithstanding the foregoing, in no event shall any guest remain on the Premises for more than 60 days.

16. **UTILITIES:** LESSEE shall immediately connect all utilities and services of premises upon commencement of lease. LESSEE is to pay when due all utilities and other charges in connection with LESSEE's individual rented premises. Responsibility is described as (T) for Tenant and (O) for Owner:

Electricity <u>T</u>	Trash <u>O</u>	Phone <u>T</u>	Other _____
Gas <u>T</u>	Sewer <u>O</u>	Cable <u>T</u>	Other _____
Water <u>T</u>	Septic _____	Association Fees <u>O</u>	

a. TENANT is responsible to connect the following utilities in TENANT'S name: Electricity, Gas and Water

b. LANDLORD will maintain the connection of the following utilities in LANDLORD's name and bill TENANT for connection fees and use accordingly: _____

c. No additional phone or cable lines or outlets shall be obtained for the Premises without the LANDLORD's written consent. In the event of LANDLORD's consent, TENANT shall be responsible for all costs associated with the additional lines or outlets.

d. If an alarm system exists on the Premises, TENANT shall obtain the services of an alarm services company and shall pay all costs associated therewith.

e. Other: NONE

17. **PEST NOTICE:** TENANT understands that various pest, rodent and insect species (collectively, "pests") exist in Southern Nevada. Pests may include, but are not limited to, scorpions (approximately 23 species, including bark scorpions), spiders (including black widow and brown recluse), bees, snakes, ants, termites, rats, mice and pigeons. The existence of pests may vary by season and location. Within thirty (30) days of occupancy, if the Premises has pests, LANDLORD, at TENANT's request, will arrange for and pay for the initial pest control spraying. TENANT agrees to pay for the monthly pest control spraying fees. The names and numbers of pest control providers are in the yellow pages under "PEST." For more information on pests and pest control providers, TENANT should contact the State of Nevada Division of Agriculture at www.agri.nv.gov.

18. **PETS:** No pet shall be on or about the Premises at any time without written permission of LANDLORD. In the event TENANT wishes to have a pet, TENANT will complete an Application for Pet Approval. Should written permission be granted for occupancy of the designated pet, an additional security deposit in the amount of \$ 300 will be required and paid by TENANT in advance subject to deposit terms and conditions aforementioned. In the event written permission shall be granted, TENANT shall be required to procure and provide to Landlord written evidence that TENANT has obtained such insurance as may be available against property damage to the Premises and liability to third party injury. Each such policy shall name LANDLORD and LANDLORD'S AGENT as additional insureds. A copy of each such policy shall be provided to Landlord or Landlord's BROKER prior to any pets being allowed within the Premises. If TENANT obtains a pet without written permission of LANDLORD, TENANT agrees to pay an immediate fine of \$500. TENANT agrees to indemnify LANDLORD for any and all liability, loss and

damages which LANDLORD may suffer as a result of any animal in the Premises, whether or not written permission was granted.

19. RESTRICTIONS: TENANT shall not keep or permit to be kept in, on, or about the Premises: waterbeds, boats, campers, trailers, mobile homes, recreational or commercial vehicles or any non-operative vehicles except as follows: NONE.
TENANT shall not conduct nor permit any work on vehicles on the premises.

20. ALTERATIONS: TENANT shall make no alterations to the Premises without LANDLORD's written consent. All alterations or improvements made to the Premises, shall, unless otherwise provided by written agreement between parties hereto, become the property of LANDLORD and shall remain upon the Premises and shall constitute a fixture permanently affixed to the Premises. In the event of any alterations, TENANT shall be responsible for restoring the Premises to its original condition if requested by LANDLORD or LANDLORD's BROKER.

21. DEFAULT: Failure by TENANT to pay rent, perform any obligation under this Agreement, or comply with any Association Governing Documents (if any), or TENANT's engagement in activity prohibited by this Agreement, or TENANT's failure to comply with any and all applicable laws, shall be considered a default hereunder. Upon default, LANDLORD may, at its option, terminate this tenancy upon giving proper notice. Upon default, LANDLORD shall issue a proper itemized statement to TENANT noting the amount owed by TENANT. LANDLORD may pursue any and all legal and equitable remedies available.

22. ENFORCEMENT: Any failure by LANDLORD to enforce the terms of this Agreement shall not constitute a waiver of said terms by LANDLORD. Acceptance of rent due by LANDLORD after any default shall not be construed to waive any right of LANDLORD or affect any notice of termination or eviction.

23. NOTICE OF INTENT TO VACATE: TENANT shall provide notice of TENANT's intention to vacate the Premises at the expiration of this Agreement. Such notice shall be in writing and shall be provided to LANDLORD prior to the first day of the last month of the lease term set forth in section 5 of this Agreement. In no event shall notice be less than 30 days prior to the expiration of the term of this Agreement. In the event TENANT fails to provide such notice, TENANT shall be deemed to be holding-over on a month-to-month basis until 30 days after such notice. During a holdover not authorized by LANDLORD, rent shall increase by 10.000 %.

24. TERMINATION: Upon termination of the tenancy, TENANT shall surrender and vacate the Premises and shall remove any and all of TENANT'S property. TENANT shall return keys, personal property and Premises to the LANDLORD in good, clean and sanitary condition, normal wear excepted. TENANT will allow LANDLORD to inspect the Premises in the TENANT's presence to verify the condition of the Premises.

25. EMERGENCIES: The name, address and phone number of the party who will handle maintenance or essential services emergencies on behalf of the LANDLORD is as follows: Zion Cin 702-292-9222
Doris Cin 702-683-8567 Abe Arias 702-876-5881 Ext 230

26. MAINTENANCE: TENANT shall keep the Premises in a clean and good condition. TENANT shall immediately report to the LANDLORD any defect or problem pertaining to plumbing, wiring or workmanship on the Premises. TENANT agrees to notify LANDLORD of any water leakage and/or damage within 24 hours of the occurrence. TENANT understands that TENANT may be held responsible for any water and/or mold damage, including the costs of remediation of such damage. TENANT shall be responsible for any MINOR repairs necessary to the Premises up to and including the cost of \$ 100.00. TENANT agrees to pay for all repairs, replacements and maintenance required by TENANT's misconduct or negligence or that of TENANT's family, pets, licensees and guests, including but not limited to any damage done by wind or rain caused by leaving windows open and/or by overflow of water, or stoppage of waste pipes, or any other damage to appliances, carpeting or the building in general. At LANDLORD's option, such charges shall be paid immediately or be regarded as additional rent to be paid no later than the next monthly payment date following such repairs.

a. TENANT shall change filters in the heating and air conditioning systems at least once every month, at TENANT's own expense. LANDLORD shall maintain the heating and air conditioning systems and provide for major repairs. However, any repairs to the heating or cooling system caused by dirty filters due to TENANT neglect will be the responsibility of TENANT.

b. TENANT shall replace all broken glass, regardless of cause of damage, at TENANT's expense.

c. In the case of landscaping and/or a swimming pool being maintained by a contractor, TENANT agrees to cooperate with the landscape and/or pool contractor in a satisfactory manner. LANDLORD provided landscaping maintenance is not to be construed as a waiver of any responsibility of the TENANT to keep and maintain the landscaping and/or shrubs, trees and sprinkler system in good condition. In the event the landscaping is not being maintained by a Contractor, TENANT shall maintain lawns, shrubs and trees. TENANT shall water all lawns, shrubs and trees, mow the lawns on a regular basis, trim the trees and fertilize lawns, shrubs and trees. If TENANT fails to maintain the landscaping in a satisfactory manner, LANDLORD may have the landscaping maintained by a landscaping contractor and charge TENANT with the actual cost. Said costs shall immediately become additional rent.

d. LANDLORD shall be responsible for all major electrical problems that are not caused by TENANT.

e. TENANT X shall -OR- ____ shall not have carpets professionally cleaned upon move out. If cleaned, TENANT shall present LANDLORD or LANDLORD's BROKER with a receipt from a reputable carpet cleaning company.

f. There ____ is -OR- X is not a pool contractor whose name and phone number are as follows: _____

If there is no such contractor, TENANT agrees to maintain the pool, if any. TENANT agrees to maintain the water level, sweep, clean and keep in good condition. If TENANT fails to maintain the pool in a satisfactory manner, LANDLORD may have the pool maintained by a licensed pool service and charge TENANT with the actual cost. Said costs shall become additional rent.

27. ACCESS: TENANT agrees to grant LANDLORD the right to enter the Premises at all reasonable times and for all reasonable purposes including showing to prospective lessees, buyers, appraisers or insurance agents or other business therein as requested by LANDLORD, and for BROKER's periodic maintenance reviews. If TENANT fails to keep scheduled appointments with vendors to make necessary/required repairs, TENANT shall pay for any additional charges incurred which will then become part of the next month's rent and be considered additional rent. TENANT shall not deny LANDLORD his/her rights of reasonable entry to the Premises. LANDLORD shall have the right to enter in case of emergency and other situations as specifically allowed by law. LANDLORD agrees to give TENANT twenty-four (24) hours notification for entry, except in case of emergency.

28. INVENTORY: It is agreed that the following inventory is now on said premises. (Check if present; cross out if absent.)

<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Interoom System	<input type="checkbox"/> Spa Equipment	_____
<input type="checkbox"/> Stove	<input type="checkbox"/> Alarm System	<input type="checkbox"/> Auto Sprinklers	_____
<input type="checkbox"/> Microwave	<input type="checkbox"/> Trash Compactor	<input type="checkbox"/> Auto Garage Openers	_____
<input type="checkbox"/> Disposal	<input type="checkbox"/> Ceiling Fans	<input type="checkbox"/> BBQ	_____
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Water Conditioner Equip.	<input type="checkbox"/> Solar Screens	_____
<input type="checkbox"/> Washer	<input type="checkbox"/> Floor Coverings	<input type="checkbox"/> Pool Equipment	_____
<input type="checkbox"/> Dryer	<input type="checkbox"/> Window Coverings	<input type="checkbox"/> Other	_____

TENANT assumes responsibility for the care and maintenance thereof.

29. **ASSOCIATIONS:** Should the Premises described herein be a part of a common interest community, homeowners association planned unit development, condominium development ("the Association") or such, TENANT hereby agrees to abide by the Governing Documents (INCLUDING Declarations, Bylaws, Articles, Rules and Regulations) of such project and further agrees to be responsible for any fines or penalties levied as a result of failure to do so by himself, his family, licensees or guests. Noncompliance with the Governing Documents shall constitute a violation of this Agreement. Unless billed directly to TENANT by the Association, such fines shall be considered as an addition to rent and shall be due along with the next monthly payment of rent. By initialing this paragraph, TENANT acknowledges receipt of a copy of the applicable Governing Documents. LANDLORD, at LANDLORD's expense, shall provide TENANT with any additions to such Governing Documents as they become available. LANDLORD may, at its option, with 30 days notice to TENANT, adopt additional reasonable rules and regulations governing use of the Premises and of the common areas (if any). [LLD] [] [] []

30. **INSURANCE:** TENANT X is -OR- is not required to purchase renter's insurance. LANDLORD and BROKER shall be named as additional interests on any such policy. LANDLORD shall not be liable for any damage or injury to TENANT, or any other person, to any property occurring on the Premises or any part thereof, or in common areas thereof. TENANT agrees to indemnify, defend and hold LANDLORD harmless from any claims for damages. TENANT understands that LANDLORD's insurance does not cover TENANT's personal property. Even if it is not a requirement of this Agreement, TENANT understands that LANDLORD highly recommends that TENANT purchase renter's insurance.

31. **ILLEGAL ACTIVITIES PROHIBITED:** TENANT is aware of the following: It is a misdemeanor to commit or maintain a public nuisance as defined in NRS 202.450 or to allow any building or boat to be used for a public nuisance. Any person, who willfully refuses to remove such a nuisance when there is a legal duty to do so, is guilty of a misdemeanor. A public nuisance may be reported to the local sheriff's department. A violation of building, health or safety codes or regulations may be reported to the government entity in our local area such as the code enforcement division of the county/city government or the local health or building departments.

32. **ADDITIONAL RESPONSIBILITIES:**

a. TENANT may install or replace screens at TENANT's own expense. Solar screen installation requires written permission from LANDLORD. LANDLORD is not responsible for maintaining screens.

b. With the exception of electric cooking devices, outdoor cooking with portable barbecuing equipment is prohibited within ten (10) feet of any overhang, balcony or opening, unless the Premises is a detached single family home. The storage and/or use of any barbecuing equipment is prohibited indoors, above the first floor and within five (5) feet of any exterior building wall. Adult supervision is required at all times the barbecue equipment is generating heat.

c. The Premises have -OR- have not been freshly painted. If not freshly painted, the Premises have -OR- have not been touched up. TENANT will be responsible for the costs for any holes or excessive dirt or smudges that will require repainting.

d. TENANT agrees to coordinate transfer of utilities to LANDLORD or BROKER no less than 2 business days of vacating the Premises.

e. Locks may be replaced or re-keyed at the TENANT'S expense provided TENANT informs LANDLORD and provides LANDLORD with a workable key for each new or changed lock.

f. TENANT may conduct a risk assessment or inspection of the Premise for the presence of lead-based paint and/or lead-based paint hazards at the TENANT's expense for a period of ten days after execution of this agreement. Such assessment or inspection shall be conducted by a certified lead-based paint professional. If TENANT for any reason fails to conduct such an assessment or inspection, then TENANT shall be deemed to have elected to lease the Premises "as is" and to have waived this contingency. If TENANT conducts such an assessment or inspection and determines that lead-based paint deficiencies and/or hazards exist, TENANT will

1 notify LANDLORD in writing and provide a copy of the assessment/inspection report. LANDLORD will then
 2 have ten days to elect to correct such deficiencies and/or hazards or to terminate this agreement. In the event of
 3 termination under this paragraph, the security deposit will be refunded to TENANT. (If the property was
 4 constructed prior to 1978, refer to the attached Lead-Based Paint Disclosure.)

5
 6 g. TENANT may display the flag of the United States, made of cloth, fabric or paper, from a pole, staff or in a
 7 window, and in accordance with 4 USC Chapter 1. LANDLORD may, at its option, with 30 days notice to
 8 TENANT, adopt additional reasonable rules and regulations governing the display of the flag of the United States.

9
 10 h. TENANT may display political signs subject to any applicable provisions of law governing the posting of
 11 political signs, and, if the Premises are located within a CIC, the provisions of NRS 116 and any governing
 12 documents related to the posting of political signs. All political signs exhibited must not be larger than 24 inches
 13 by 36 inches. LANDLORD may not exhibit any political sign on the Premises unless the tenant consents, in
 14 writing, to the exhibition of the political sign. TENANT may exhibit as many political signs as desired, but may
 15 not exhibit more than one political sign for each candidate, political party or ballot question.

16
 17 **33. CHANGES MUST BE IN WRITING:** No changes, modifications or amendment of this Agreement shall be valid
 18 or binding unless such changes, modifications or amendment are in writing and signed by each party. Such changes
 19 shall take effect after thirty days notice to TENANT.

20
 21 **34. CONFLICTS BETWEEN LEASE AND ADDENDUM:** In case of conflict between the provisions of an
 22 addendum and any other provisions of this Agreement, the provisions of the addendum shall govern.

23
 24 **35. ATTORNEY'S FEES:** In the event of any court action, the prevailing party shall be entitled to be awarded against
 25 the losing party all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and
 26 costs.

27
 28 **36. NEVADA LAW GOVERNS:** This Agreement is executed and intended to be performed in the State of Nevada in
 29 the county where the Premises are located and the laws of the State of Nevada shall govern its interpretation and
 30 effect.

31
 32 **37. WAIVER:** Nothing contained in this Agreement shall be construed as waiving any of the LANDLORD's or
 33 TENANT's rights under the laws of the State of Nevada.

34
 35 **38. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held invalid or
 36 unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder
 37 of this Agreement.

38
 39 **39. VIOLATIONS OF PROVISIONS:** A single violation by TENANT of any of the provisions of this Agreement
 40 shall be deemed a material breach and shall be cause for termination of this Agreement. Unless otherwise provided
 41 by the law, proof of any violation of this Agreement shall not require criminal conviction but shall be by a
 42 preponderance of the evidence.

43
 44 **40. SIGNATURES:** The Agreement is accepted and agreed to jointly and severally. The undersigned have read this
 45 Agreement and understand and agree to all provisions thereof and further acknowledge that they have received a
 46 copy of this Agreement.

47
 48 **41. LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NAC 645.640, *****
 49 is a licensed real estate agent in the State(s) of *****, and has the following interest, direct
 50 or indirect, in this transaction: ☐ Principal (LANDLORD or TENANT) -OR- ☐ family relationship or business
 51 interest: *****

42. CONFIRMATION OF REPRESENTATION: The Agents in this transaction are:

Tenant's Broker: _____ Agent's Name: _____
 Address: _____
 Phone: _____ Fax: _____ Email: _____
 License # _____

Landlord's Broker: Ameri-Dream Realty Agent's Name: Zion Cin
 Address: 4875 W Nevso Dr., Las Vegas, NV 89103
 Phone: (702) 292-9222 Fax: (888) 357-2248 Email: zioncin@hotmail.com
 License # 55968 163577

43. NOTICES: Unless otherwise required by law, any notice to be given or served upon any party hereto in connection with this Agreement must be in writing and mailed by certificate of mailing to the following addresses:

BROKER: John Brown /AmeriDream Realty
 Address: 4875 W Nevso Dr. Las Vegas, NV 89103
 Phone: (702) 876-5881 Fax: (888) 357-2248 Email: zioncin@hotmail.com

TENANT: Kimberley Riley, Dayquinn Tae Brooks
 Address: _____
 Phone: _____ Fax: _____ Email: _____

44. ADDENDA ATTACHED: Incorporated into this Agreement are the following addenda, exhibits and other information:

- A. ☒ Lease Addendum for Drug Free Housing
 B. ☒ Smoke Detector Agreement
 C. ☐ Other: _____
 D. ☐ Other: _____
 E. ☐ Other: _____

[This space is intentionally blank.]

LLD

45. ADDITIONAL TERMS AND CONDITIONS: The Property manager has right to inspect
the property once every few months. A notice in writing or verbal needs to be
given to tenant in 24 hours prior to access.
Tenants to keep family and friend in a safe, clean environment.
No Subletting allowed.
Rent Payment to be in certified funds only.
Tenant to transfer all utilites within 48 hours of move in.
Tenant to maintain all utilities on until move-out walk-thru is complete.
Tenants to provide copies of 1st months utility bills, if needed for
proration.

LANDLORD/OWNER OF RECORD NAME
 Lingling Deng

Ameri-Dream Realty
 MANAGEMENT COMPANY (BROKER) NAME

By [Signature] 4/16/12
 Authorized AGENT for BROKER SIGNATURE DATE
 Zion Cin
☒ REALTOR®

[Signature] 04/16/2012
 TENANT'S SIGNATURE DATE
 Print Name: Kimberley Riley
 Phone: _____

[Signature] 04/16/2012
 TENANT'S SIGNATURE DATE
 Print Name: Dayquinntae Brooks
 Phone: _____

TENANT'S SIGNATURE DATE
 Print Name: _____
 Phone: _____

TENANT'S SIGNATURE DATE
 Print Name: _____
 Phone: _____

ADDENDUM NO. 1C
TO RESIDENTIAL LEASE AGREEMENT
for



6616 Bourbon Way, Las Vegas, NV 89107
(Property Address)

In reference to the Residential Lease Agreement executed by Kimberley Riley, Dayquinntae Brooks as
Tenants(s) and Lingling Deng, XueGuo Sun
as Owner, through Ameri-Dream Realty as Broker, dated
April 16, 2012 covering the above-referenced real property, the parties hereby agree that the
Lease Agreement be amended as follows:

9. If tenant decide to have a pet during his/her residency, an application must be submitted to our office and tenant must pay the pet deposit if landlord approved. Tenant agrees to pay an immediate fine of \$500 if an unauthorized pet was found living in the resident. If the pet application is not approved by landlord, tenant must remove the pet or landlord will file a 5-day notice with the local constable office because this is considered a breach of contract.

When executed by both parties, this Addendum is made an integral part of the aforementioned Residential Lease Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

[Signature]
LANDLORD/OWNER OF RECORD
Lingling Deng
XueGuo Sun

Ameri-Dream Realty
MANAGEMENT COMPANY (BROKER)

By [Signature] 5/11/12
Authorized AGENT for BROKER
Zion Cin DATE

[Signature] 5/11/12
TENANT'S SIGNATURE DATE
Print Name: Kimberley Riley

TENANT'S SIGNATURE DATE
Print Name: Dayquinntae Brooks

TENANT'S SIGNATURE DATE
Print Name: _____

TENANT'S SIGNATURE DATE
Print Name: _____

Addendum to Residential Lease Agreement 11/09

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AmeriDream Realty 4850 W Flamingo Rd Ste 39, Las Vegas NV 89103
Phone: 7028765881 Fax: 7028763304 Zion Cin

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Leasing Packag

ADDENDUM NO. 1B
TO RESIDENTIAL LEASE AGREEMENT
 for



6616 Bourbon Way, Las Vegas, NV 89107
 (Property Address)

In reference to the Residential Lease Agreement executed by Kimberley Riley, Dayquinntae Brooks as

Tenants(s) and Lingling Deng, XueGuo Sun
 as Owner, through Ameri-Dream Realty as Broker, dated
April 16, 2012 covering the above-referenced real property, the parties hereby agree that the
 Lease Agreement be amended as follows:

5. There is a bounced check fee of \$50, tenant must resubmit with certified fund of payment within 2 business days after the insufficient fund notice is given by the property manager and no more personal check will be allowed after such incident.

6. Minor repairs cost \$80/ \$100 or under (differentiate based on the Lease Agreement), is tenant's responsibility. Two or more repair costs cannot be combined.

7. Tenant to respond to any HOA (Home Owner Association) violation notice within 7 calendar days, tenant is responsible for the cost of labor and material if failed to cooperate in the time frame.

8. There is a \$32 trash and sewer reimbursement fee to the landlord, tenants must include it in their rent each month otherwise the rent payment will not be accepted. (Not Applicable for properties in North Las Vegas.)

When executed by both parties, this Addendum is made an integral part of the aforementioned Residential Lease Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

2/16/12
 LANDLORD/OWNER OF RECORD

Lingling Deng

XueGuo Sun

Ameri-Dream Realty

MANAGEMENT COMPANY (BROKER)

By ZC
 Authorized AGENT for BROKER
Zion Cin

5/11/12
 DATE

Kimberley Riley
 TENANT'S SIGNATURE

Print Name: Kimberley Riley

5/11/12
 DATE

TENANT'S SIGNATURE

Print Name: Dayquinntae Brooks

DATE

TENANT'S SIGNATURE

Print Name:

DATE

TENANT'S SIGNATURE

Print Name:

DATE

Addendum to Residential Lease Agreement 11/09

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ADDENDUM NO. 1A
TO RESIDENTIAL LEASE AGREEMENT
 for



6616 Bourbon Way, Las Vegas, NV 89107
 (Property Address)

In reference to the Residential Lease Agreement executed by Kimberley Riley, Dayquinntae Brooks as

Tenants(s) and Lingling Deng, XueGuo Sun

as Owner, through Ameri-Dream Realty as Broker, dated

April 3, 2012 covering the above-referenced real property, the parties hereby agree that the Lease Agreement be amended as follows:

1. Term on paragraph 26. Maintenance will apply for defects items disclosed by tenant after 7 calendar days upon move-in.

2. Tenant must submit a duplicate copy of the key if locks are changed.

3. Tenant understands that there is a \$50 late fee plus \$10 per day starting from the 1st of each month if the rent payment was not received by our office personnel by 5 pm, the 6th of that month. If the rent payment was sent through regular mail, it has to be received by our office personnel by the 6th of the month, otherwise it is considered late. For example, pay received on the 10th, will be charged \$50+\$40; pay on the 11th, will be charged \$50+\$50.

4. Our office reserves the right to file a 5-day notice with the local constable on the 5th of each month follows by a Summary Eviction after 5 business days of the notice if the rent payment was not recd. on time. Tenant is responsible for the cost of the Constable notice & court fees.

When executed by both parties, this Addendum is made an integral part of the aforementioned Residential Lease Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

LANDLORD/OWNER OF RECORD

Lingling Deng
 XueGuo Sun

Ameri-Dream Realty
 MANAGEMENT COMPANY (BROKER)

By
 Authorized AGENT for BROKER
 Zion Cin

4/16/12
 DATE

5/16/12
 TENANT'S SIGNATURE DATE
 Print Name: Kimberley Riley

TENANT'S SIGNATURE DATE
 Print Name: Dayquinntae Brooks

TENANT'S SIGNATURE DATE
 Print Name: _____

TENANT'S SIGNATURE DATE
 Print Name: _____

Addendum to Residential Lease Agreement 11/09

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 Phone: 7028765881 Fax: 7028763304 Zion Cin

Leasing Packag



LEASE ADDENDUM FOR DRUG FREE HOUSING

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Landlord and Tenant agree as follows:

1. Tenant, any member of Tenant's household, or a guest or other person under Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or near the subject leasehold premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of controlled substance (as defined in section 102 or the Controlled Substance Act, 21 U.S.C. 802).
2. Tenant, any member of the Tenant's household, or a guest or other person under Tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the subject leasehold premises.
3. Tenant or members of the household will not permit the dwelling unit to be used for or to facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. Tenant or member of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or near the subject leasehold premises or otherwise.
5. Tenant, any member of the Tenant's household, or a guest or other person under Tenant's control shall not engage in acts of violence, including, but not limited to the unlawful discharge of firearms, on or near the subject leasehold premises.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of the addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
8. This lease addendum incorporated into the lease executed or renewed this day between Landlord and Tenant.

Property Address 6616 Bourbon Way, Las Vegas, NV 89107

Agent/Landlord 

Zion Cin

Tenant 

Kimberley Riley

Company AmeriDream Realty

Tenant

Dayguinntae Brooks

Owner 

Lingling Deng

Tenant

Date April 3, 2012

Date April 3, 2012

Lease Addendum for Drug Free Housing Rev. 10/07

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Phone: 7028765881 Fax: 7028763304 Zion Cin

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SMOKE DETECTOR AGREEMENT

This Agreement entered into the 3rd day of April, 2012 between Lingling Deng, XueGuo Sun, Landlord (by and through Landlord's Agent), and Kimberley Riley, Dayguinntae Brooks, Tenant.

In consideration of their mutual promises, Landlord and Tenant agree as follows:

1. Tenant is renting from Landlord the premises at 6616 Bourbon Way, Las Vegas, NV 89107.
2. This agreement is an addendum and part of the rental agreement and/or lease between Landlord and Tenant.
3. The premises are equipped with smoke detection device(s).
4. It is agreed that Tenant will test the smoke detector within one hour after occupancy and inform Landlord or his/her Agent immediately if detector(s) is not working properly.
5. It is agreed that Tenant will be responsible for testing smoke alarm(s) at least once every week by pushing the "push to test" button on the detector for about five (5) seconds. To be operating properly, the alarm will sound when the button is pushed.
6. Tenant understands that said smoke detector(s) is a battery operated unit and it shall be Tenant's responsibility to insure that the battery is in operating condition at all times. If after replacing battery, any smoke detector(s) will not operate or has no sound, Tenant must inform Landlord or his/her Agent immediately in writing.
7. Landlord and his/her Agent recommend that Tenant provides and maintains a fire extinguisher on the premises.
8. The undersigned have read the above agreement and understand and agree to all provisions thereof and further acknowledge that they have received a copy of said agreement.


 LANDLORD/AGENT
 Zion Cin


 TENANT
 Kimberley Riley

TENANT
 Dayguinntae Brooks

Smoke Detector Agreement Rev. 02/08

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Leasing Package

EXHIBIT "C"

EXHIBIT "C"

1
2
3
4
5
6
7 KOCH & SCOW, LLC
8 Steven B. Scow, Nev. Bar No. 9906
E-mail: sscow@kochscow.com
9 David R. Koch, Nev. Bar No. 8830
E-mail: dkoch@kochscow.com
10 11500 S. Eastern Ave., Suite 210
Henderson, Nevada 89052
11 Tel: 702-318-5040
12 Fax: 702-318-5039

13 Attorneys for Landlord
14 Lingling Deng and XueGuo Sun

15 **UNITED STATES BANKRUPTCY COURT**
16 **FOR THE DISTRICT OF NEVADA**

17 In re:
18 Kimberley Shafaye Riley,
19 Debtor.

Case No.: 12-18052-bam

Chapter 7

**ORDER GRANTING MOTION FOR
RELIEF FROM STAY**

Date: February 20, 2013
Time: 9:00 a.m.
Location: Courtroom 3

23
24 On February 20, 2013, the Court conducted a hearing on the *Motion for Relief from Stay*
25 (the "Motion") filed on January 12, 2013 by Lingling Deng and XueGuo Sun (collectively, the
26 "Landlord"). Appearances of counsel were noted on the record at the hearing.
27
28

1 Having considered the Motion, all pleadings submitted by the parties, any arguments of
2 counsel, and good cause appearing,

3 IT IS HEREBY ORDERED that the Landlord is entitled to relief from the automatic stay
4 as requested in the Motion, in that the automatic stay is lifted and the Landlord is permitted to
5 proceed with its non-bankruptcy remedies, including seeking an eviction to regain possession of
6 the residential property located 6616 Bourbon Way, Las Vegas, Nevada 89107 (the "Property").

7 IT IS FURTHER ORDERED that Rule 4001(a)(3) of the Federal Rules of Bankruptcy
8 Procedure is not applicable allowing the Landlord to immediately enforce and implement this
9 Order.

10
11 Prepared and Submitted by:

12 /s/ Steven B. Scow
13 Steven B. Scow
14 Koch & Scow, LLC
15 Attorneys for the Landlord
16
17

18 In accordance with LR 9021, counsel submitting this document certifies that the order accurately
19 reflects the court's ruling and that (check one):

20 ☐ The court has waived the requirement set forth in LR 9021(b)(1).

21 ☐ No party appeared at the hearing or filed an objection to the motion.

22 ☐ I have delivered a copy of this proposed order to all counsel who appeared at the
23 hearing, and any unrepresented parties who appeared at the hearing, and each has approved
24 or disapproved the order, or failed to respond, as indicated below [list each party and
whether the party has approved, disapproved, or failed to respond to the document]:

25 ☒ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this
26 order with the motion pursuant to LR 9014(g), and that no party has objected to the form
or content of the order.

27
28 ###